

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD REGION 19**

STARBUCKS CORPORATION

and

**WORKERS UNITED LABOR UNION
INTERNATIONAL, AFFILIATED WITH SERVICE
EMPLOYEES INTERNATIONAL UNION**

**Cases 19-CA-294579
19-CA-295181
19-CA-297594
19-CA-302068
19-CA-303055**

with

**ALL OF THE JOINT BOARD AFFILIATES OF
WORKERS UNITED LABOR UNION
INTERNATIONAL,**

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 513,**

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL UNION NO. 30, and**

CENTRAL AND ROCK PARTNERS UNION,

PARTIES IN INTEREST

**ORDERS SEVERING CASE AND FURTHER CONSOLIDATING CASES, AMENDED
FURTHER CONSOLIDATED COMPLAINT, AND NOTICE OF HEARING**

On August 24, 2022, an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (“Consolidated Complaint”) issued in Cases 19-CA-294579, 19-CA-294708, 19-CA-295181, and 19-CA-297594, based on charges filed by Workers United Labor Union International, affiliated with Service Employees International Union (the “Union”), herein identified by its proper legal name, against Starbucks Corporation (“Respondent”), alleging that Respondent engaged in unfair labor practices that violate the National Labor Relations Act (the “Act”), 29 U.S.C. § 151 *et seq.* IT IS ORDERED

THAT that Case 19-CA-294708 be severed from the August 24, 2022, Consolidated Complaint.

IT IS FURTHER ORDERED THAT, pursuant to § 102.33 of the Rules and Regulations of the National Labor Relations Board (the “Board”), and to avoid unnecessary costs or delay, the remaining cases in the Consolidated Complaint, 19-CA-294579, 19-CA-295181, and 19-CA-297594, are hereby consolidated with Cases 19-CA-302068 and 19-CA-303055, also filed by the Union, alleging that Respondent has engaged in further unfair labor practices within the meaning of the Act.

This Order Further Consolidating Cases and Amended Further Consolidated Complaint is issued pursuant to § 10(b) of the Act, and § 102.15 of the Board’s Rules and Regulations, based on these consolidated cases and alleges that Respondent has violated the Act as described below.

1.

(a) The charge in Case 19-CA-294579 was filed by the Union on April 22, 2022, and a copy was served on Respondent by U.S. mail on about April 25, 2022.

(b) The first amended charge in Case 19-CA-294579 was filed by the Union on May 4, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(c) The second amended charge in Case 19-CA-294579 was filed by the Union on May 10, 2022, and a copy was served on Respondent by U.S. mail on about May 11, 2022.

(d) The third amended charge in Case 19-CA-294579 was filed by the Union on June 10, 2022, and a copy was served on Respondent by U.S. mail on about June 10, 2022.

(e) The fourth amended charge in Case 19-CA-294579 was filed by the Union on July 15, 2022, and a copy was served on Respondent by U.S. mail on about July 19, 2022.

(f) The fifth amended charge in Case 19-CA-294579 was filed by the Union on August 5, 2022, and a copy was served on Respondent by U.S. mail on about August 8, 2022.

(g) The charge in Case 19-CA-295181 was filed by the Union on May 4, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(h) The first amended charge in Case 19-CA-295181 was filed by the Union on June 9, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(i) The charge in Case 19-CA-297594 was filed by the Union on June 14, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(j) The charge in Case 19-CA-302068 was filed by the Union on August 25, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(k) The first amended charge in Case 19-CA-302068 was filed by the Union on September 19, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(l) The second amended charge in Case 19-CA-302068 was filed by the Union on September 20, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(m) The third amended charge in Case 19-CA-302068 was filed by the Union on October 3, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(n) The charge in Case 19-CA-303055 was filed by the Union on September 9, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(o) The first amended charge in Case 19-CA-303055 was filed by the Union on September 20, 2022, and a copy was served on Respondent by U.S. mail on about that date.

(p) The second amended charge in Case 19-CA-303055 was filed by the Union on October 3, 2022, and a copy was served on Respondent by U.S. mail on about that date.

2.

(a) At all material times, Respondent has been a Washington corporation headquartered in Seattle, Washington, and has been engaged in operating over 17,000 restaurants selling food and beverages throughout the United States ("U.S. stores"), of which approximately 10,050 are corporate owned.

(b) In conducting its operations described above in paragraph 2(a), during the last 12 months, a representative period, Respondent derived gross revenues in excess of \$500,000.

(c) In conducting its operations described above in paragraph 2(a), during the last 12 months, a representative period, Respondent sold and shipped from the State of Washington goods valued in excess of \$50,000 directly to points outside the State of Washington.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of §§ 2(2), (6), and (7) of the Act.

3.

(a) At all material times, the Union has been a labor organization within the meaning of § 2(5) of the Act.

(b) At all material times, each joint board affiliate of the Union has been a labor organization within the meaning of § 2(5) of the Act.

(c) At all material times, Service Employees International Union Local 513 (“Local 513”) has been a labor organization within the meaning of § 2(5) of the Act.

(d) At all material times, the International Brotherhood of Teamsters, Local Union No. 30 (“Teamsters”), has been a labor organization within the meaning of § 2(5) of the Act.

(e) At all material times, Central and Rock Partners Union (“CRPU”) has been a labor organization within the meaning of § 2(5) of the Act.

4.

At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of § 2(11) of the Act and/or agents of Respondent within the meaning of § 2(13) of the Act, acting on Respondent’s behalf:

Howard Schultz - Interim Chief Executive Officer (“CEO”)

5.

On or about April 11, 2022, Respondent, by Interim CEO Schultz, by video call to its employees at its U.S. stores:

(a) promised increased benefits and improved terms and conditions of employment if they refrained from any union organizational activity and/or, by soliciting

employee complaints and grievances, impliedly promised such increased benefits and improved terms and conditions of employment by stating:

- (i) “I am listening. We are going to fix the near-term problems. We are going to fix the bigger issues of training, wages, and the other issues facing the company and the challenges the partners are having.”
- (ii) “We are going to make much better long-term decisions that are going to have a short-term benefit for you.”
- (iii) “I promise we are going to make things better for you. We are going to give you the tools and resources to do your job.”
- (iv) Respondent is “working diligently looking at benefits, looking at wages, just stay tuned.”

(b) threatened its employees and/or informed its employees that it would be futile for them to select the Union as their bargaining representative by stating: “Under the law, those stores that voted to be part of a union, during this collective bargaining process, which we are going to honor, by law, any new benefit that we create for the company, we are not permitted by law, to offer that benefit to stores that voted for the union while they are in collective bargaining.”

6.

On or about April 25, 2022, Respondent, in writing by its corporate weekly update, promised its employees at U.S. stores increased benefits and improved terms and conditions of employment by informing them that it would be announcing on May 3, 2022, the ways in which it would be incorporating employee feedback regarding better pay, more consistent scheduling, additional opportunities for career development, and

improved training.

7.

On or about May 3, 2022, Respondent, by CEO Schultz in a Quarter 2 2022 Earnings Call:

(a) informed its employees at U.S. stores that it would be futile for them to select the Union as their bargaining representative by stating: “Compare any union contract in our sector to the constantly expanding list of wages and benefits we have provided our people for decades and the union contract will not even come close to what Starbucks offers;” and

(b) promised increased wages and benefits at U.S. stores if its employees rejected the Union as their bargaining representative by stating: “partners at Starbucks US company-operated stores where we have the right to unilaterally make these changes will receive these wages and benefit enhancements We do not have the same freedom to make these improvements at locations that have a union or where union organizing is underway.”

8.

On or about May 3, 2022, Respondent, by CEO Schultz in writing, promised its employees that it would implement the following benefits for employees at U.S. stores where employees have not sought union representation:

- (a) increasing wages;
- (b) doubling training hours;
- (c) reintroducing the Black Aprons, Coffee Master program, and Leadership in Origin trips to Respondent’s coffee farm;

- (d) creating new collaboration tools and programs, including a new partner app;
- (e) investing in equipment and technology;
- (f) enhancing digital tipping; and
- (g) adding career development opportunities.

9.

On or about May 3, 2022, Respondent, in writing by its Partner FAQs handouts for U.S. company-operated Partner Investments entitled “We are Creating Our Future Together as Partners” and “Implementation of Benefits,” promised its employees that it would implement the following benefits for employees at its U.S. stores where employees have not sought union representation:

- (a) increased wages, beginning on August 1, 2022, for those hourly employees:
 - (i) hired before May 3, 2022, either a 3 percent wage increase or an increase to \$15 per hour, whichever is higher;
 - (ii) with 2 to 5 years of experience, either a 5 percent wage increase or move to 5 percent above the start rate, whichever is higher; and
 - (iii) with 5 or more years of service, either a 7 percent wage increase or move to 10 percent above the start rate, whichever is higher;
- (b) enhanced in-app tipping and unlocked credit card tipping;
- (c) increased training for new and existing employees;
- (d) updated dress code policies;
- (e) faster sick time accrual;
- (f) new opportunities for career mobility;
- (g) creation of a Partner App;

- (h) upgrades to in-store technology and equipment; and
- (i) reinstated Coffee Master and Black Aprons.

10.

On or about May 9, 2022, Respondent, in writing by a weekly corporate update, promised its employees at U.S. stores where employees have not sought union representation that it would implement the benefits described above in paragraph 9.

11.

On or about June 11, 2022, Respondent, in writing by a handout entitled “Creating Our Future Together as Partners,” promised its employees that it would implement the following benefits only for employees at its U.S. stores where employees have not sought union representation:

- (a) increased wages, beginning on August 1, 2022, for those hourly employees:
 - (i) hired on or before May 3, 2022, either a 3 percent wage increase or an increase to \$15 per hour, whichever is higher;
 - (ii) with 2 to 5 years of experience, either a 5 percent wage increase or move to 5 percent above the start rate, whichever is higher; and
 - (iii) with 5 or more years of service, either a 7 percent wage increase or move to 10 percent above the start rate, whichever is higher;
- (b) Coffee Master and Black Apron eligibility with opportunities to visit Hacienda Alsacia;
- (c) dress code updates relating to tattoos, piercings, and color palettes;
- (d) launching a Partner App designated with your input on tools and features;
- (e) extending collaboration sessions to support partners, roasting plants, and

retail leaders; and

- (f) creating dedicated time for every store to connect.

12.

On or about June 11, 2022, Respondent, in writing by a handout entitled “Creating Our Future Together as Partners,” promised its employees that it would implement the following benefits for employees at all U.S. stores, including those where employees have sought union representation:

- (i) increased wages for hourly employees beginning August 29, 2022, as previously announced in October 2021 as follows:
 - (A) for those hired on or before May 3, 2022, either a 2 percent wage increase or an increase to \$15 per hour, whichever is higher; and
 - (B) for those with 2 years of experience, at least a 3 percent raise;
- (ii) Double training time for new baristas and SSVs with more time, de-escalation and coffee education;
- (iii) Immediately resolving all non-critical repairs and maintenance requests; and
- (iv) Replacing store iPads with new models.

13.

(a) Beginning on or about August 1, 2022, Respondent withheld the following wage increases from its hourly employees at the Unionized and Unionizing stores:

- (i) for those hired before May 2, 2022, either a 3 percent wage increase or an increase to \$15 per hour, whichever is higher;

- (ii) for those with 2 to 5 years of experience, either a 5 percent wage increase or move to 5 percent above the start rate, whichever is higher; and
- (iii) for those with 5 or more years of service, either a 7 percent wage increase or move to 10 percent above the start rate, whichever is higher.

(b) Beginning on or about August 1, 2022, Respondent granted the following wage increases to its hourly employees at non-unionized stores:

- (i) for those hired before May 2, 2022, either a 3 percent wage increase or an increase to \$15 per hour, whichever is higher;
- (ii) for those with 2 to 5 years of experience, either a 5 percent wage increase or move to 5 percent above the start rate, whichever is higher; and
- (iii) for those with 5 or more years of service, either a 7 percent wage increase or move to 10 percent above the start rate, whichever is higher.

(c) Respondent engaged in the conduct described above in paragraphs 13(a) and 13(b) because Respondent's employees at the Unionized and Unionizing stores joined a Union and engaged in concerted activities, and/or to discourage employees from engaging in these or other Union or protected, concerted activities.

14.

On or about August 8, 2022, in writing by a weekly corporate update, Respondent promised its employees that it would provide a free t-shirt by September 16, 2022, to

employees who participated in Barista Craft Training at its U.S. stores where employees have not sought union representation.

15.

(a) Since about June 20, 2022, on a date better known to Respondent, Respondent granted to its hourly employees at non-unionized stores its previous promises from May 3 and June 11, 2022, reinstating the Black Aprons and Coffee Master programs with the ability to visit Respondent's coffee farm.

(b) Prior to August 8, 2022, on a date better known to Respondent, Respondent granted to its hourly employees at non-unionized stores its previous May 3, 2022, promise of providing new training opportunities by offering its Barista Training Program.

(c) Prior to August 29, 2022, on a date better known to Respondent, Respondent granted to its hourly employees at non-unionized stores its previous May 3, 2022, promise of updated dress code policies by allowing extended color options, crewneck sweatshirts, jeggings, and white shoes.

(d) Beginning on or about August 30, 2022, Respondent granted to its hourly employees at non-unionized stores its previous May 3, 2022, promise of extending collaboration sessions to support partners, by providing an additional 15 minutes for Performance & Development Conversations ("PDCs").

(e) Since about June 20, 2022, Respondent withheld from its hourly employees at the Unionized and Unionizing stores those benefits implemented for its employees at non-unionized stores, noted above in paragraphs 15(a) through 15(d).

(f) Respondent engaged in the conduct described above in paragraphs 15(a) through 15(e) because Respondent's employees at the Unionized and Unionizing stores

joined a Union and engaged in concerted activities and/or to discourage employees from engaging in these or other Union or protected, concerted activities.

16.

(a) As of about September 16, 2022, Respondent granted to its employees at U.S. stores where they have not sought union representation its previous August 8, 2022, promise of free t-shirts to employees who participated in Barista Craft Training.

(b) On or about September 19, 2022, Respondent granted to its hourly employees at non-unionized stores who had been employed for at least 90 days at that point, the following benefits:

(i) My Starbucks Savings, which provides hourly employees at non-unionized stores who save money from their paychecks in a Fidelity account, a \$50/month contribution from Respondent and an extra \$25/quarter for their continued participation in the program. Once a balance of \$400 is attained there is an additional \$50 incentive available; and

(ii) Student Loan Management Tools.

(c) Since on or about September 16, 2022, Respondent withheld from its hourly employees at the Unionized and Unionizing stores those benefits implemented for its employees at non-unionized stores, noted above in paragraphs 16(a) and 16(b).

(d) Respondent engaged in the conduct described above in paragraphs 16(a) through 16(c) because Respondent's employees at the Unionized and Unionizing stores joined a Union and engaged in concerted activities and/or to discourage employees from engaging in these or other Union or protected, concerted activities.

17.

By the conduct described above in paragraphs 5 through 12, and 14, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in § 7 of the Act in violation of § 8(a)(1) of the Act.

18.

By the conduct described above in paragraphs 13, 15, and 16, Respondent has been discriminating in regard to the hire or tenure or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of §§ 8(a)(1) and (3) of the Act.

19.

The unfair labor practices of Respondent described above affect commerce within the meaning of §§ 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above, the General Counsel seeks an Order requiring Respondent to:

(a) electronically distribute any Notice to Employees to all employees who are or have been employed by Respondent since April 11, 2022, by text messaging, e-mail, posting on social media websites, and posting on internal applications, if Respondent communicates with its employees by such means;

(b) at a meeting or meetings scheduled to ensure the widest possible attendance, have Howard Schultz read both the Notice to Employees and an Explanation of Rights to all employees employed by Respondent on work time in the presence of a Board agent and a representative of the Union, or have a Board agent read the Notice to Employees and an Explanation of Rights to employees employed by Respondent on work

time in the presence of a representative of the Union and Howard Schultz, and that a video recording of the reading of the Notice to Employees and the Explanation of Rights shall be made, with the recording being distributed to employees by electronic means or by mail;

(c) preserve and, within 14 days of a request, provide at the office designated by the Board or its agents, a copy of all payroll records, social security payroll records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of such Order; providing to the Board or its agents, if requested, the originals of such records in the same manner;

(d) make all affected employees whole for Respondent's decision to withhold benefits from Union and Unionizing stores since at least May 3, 2022, including but not limited to, by reimbursement for consequential harm they incurred as a result of Respondent's unlawful conduct;

(e) conduct a training session for its managers and supervisors on their obligations under the National Labor Relations Act;

(f) issue letters of apology to all affected employees for any hardship caused because Respondent withheld benefits and wage increases from Unionized and Unionizing stores and notifying employees that Respondent will take the necessary steps to ensure that the rights of all employees to engage in union and protected, concerted activities are respected; and

(g) grant Board Agents access to Respondent's facilities and produce records so that the Board Agents can determine whether Respondent has complied with posting,

distribution, and mailing requirements.

NOTICE IS GIVEN that, while the General Counsel asserts that the allegations contained in this Amended Further Consolidated Complaint constitute violations of extant Board law, the General Counsel will also be advocating to the Board that it overrule *Shell Oil Co., Inc.*, 77 NLRB 1306 (1948), and its progeny.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to §§ 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Amended Further Consolidated Complaint. The answer must be received by this office **on or before October 18, 2022**. Respondent must serve a copy of the answer on each of the other parties.

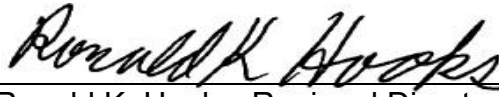
The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented.

See § 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Amended Further Consolidated Complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT, beginning at 9:00 a.m. (local time) on **the 25th day of October, 2022**, and on consecutive days thereafter until concluded, in one of the assembly rooms on the 4th Floor of the Jackson Federal Building, 915 2nd Avenue, Seattle, Washington, or via the Zoom videoconference platform should the circumstances of the COVID-19 pandemic so require, a hearing will be conducted before an Administrative Law Judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this Amended Further Consolidated Complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated at Seattle, Washington, this 4th day of October, 2022.

A handwritten signature in black ink, reading "Ronald K. Hooks", written over a horizontal line.

Ronald K. Hooks, Regional Director
National Labor Relations Board, Region 19
915 2nd Ave., Ste. 2948
Seattle, WA 98174-1006

Attachments

Attachment A

U.S. stores where there is a union that has been certified as employees' representative as of August 1, 2022.

	Case No.	City and State	Store No.	Certification Date	Union
1	10-RC-294065	Birmingham, AL	#23642	6/6/22	Workers United
2	28-RC-286556	Mesa, AZ	#05610	3/7/22	Workers United
3	28-RC-289033	Mesa, AZ	#55374	4/6/22	Workers United
4	28-RC-291566	Avondale, AZ	#06690	5/27/22	Workers United
5	28-RC-291280	Phoenix, AZ	#14560	6/3/22	Workers United
6	32-RC-289855	Santa Cruz, CA	#20587	5/24/22	Workers United
7	32-RC-289828	Santa Cruz, CA	#53811	5/24/22	Workers United
8	21-RC-291847	Long Beach, CA	#09382	5/24/22	Workers United
9	21-RC-291844	Lakewood, CA	#05650	5/24/22	Workers United
10	21-RC-292310	Los Angeles, CA	#06557	6/1/22	Workers United
11	21-RC-292957	Anaheim, CA	#54260	6/21/22	Workers United
12	32-RC-292934	Capitola, CA	#00667	6/14/22	Workers United
13	27-RC-293572	Colorado Springs, CO	#06392	6/21/22	Workers United
14	27-RC-292032	Colorado Springs, CO	#49417	6/6/22	Workers United
15	27-RC-292681	Denver, CO	#05440	6/6/22	Workers United
16	27-RC-292041	Denver, CO	#05640	6/6/22	Workers United
17	09-RC-292683	Columbus, OH	#02367	6/2/22	Workers United
18	27-RC-288318	Superior, CO	#10867	4/22/22	Workers United
19	01-RC-293992	West Hartford, CT	#07740	6/17/22	Workers United
20	12-RC-291207	Jacksonville, FL	#08395	5/20/22	Workers United
21	12-RC-290746	Jacksonville, FL	#21922	5/20/22	Workers United
22	12-RC-288866	Tallahassee, FL	#08552	5/13/22	Workers United
23	12-RC-292183	Miami Springs, FL	#11715	5/20/22	Workers United
24	12-RC-292836	Oviedo, FL	#26676	6/27/22	Workers United
25	10-RC-289571	Atlanta, GA	#10903	6/14/22	Workers United
26	10-RC-292010	Augusta, GA	#11118	5/9/22	Workers United
27	25-RC-290609	Cary, IL	#29259	5/4/22	Workers United
28	25-RC-290625	Peoria, IL	#08919	5/4/22	Workers United
29	13-RC-288994	Chicago, IL	#02827	6/29/22	Workers United
30	13-RC-293883	Chicago, IL	#47361	6/3/22	Workers United
31	13-RC-293064	Chicago, IL	#14256	6/29/22	Workers United
32	13-RC-293654	Chicago, IL	#47361	6/3/22	Workers United
33	15-RC-294263	New Orleans, LA	#6285	6/13/22	Workers United
34	01-RC-287639	Brookline, MA	#867	4/19/22	Workers United
35	01-RC-287618	Allston, MA	#22253	4/20/22	Workers United
36	01-RC-289055	Boston, MA	#52691	5/3/22	Workers United
37	01-RC-289077	Brighton, MA	#16439	5/3/22	Workers United

38	01-RC-289350	Boston, MA	#7224	5/3/22	Workers United
39	01-RC-289330	Watertown, MA	#7382	5/3/22	Workers United
40	01-RC-292142	Waban, MA	#835	6/3/22	Workers United
41	01-RC-292803	Boston, MA	#7551	7/20/22	Workers United
42	01-RC-292964	Westford, MA	#9913	6/13/22	Workers United
43	01-RC-292965	Brookline, MA	#7702	6/13/22	Workers United
44	01-RC-292949	Worcester, MA	#9986	6/13/22	Workers United
45	01-RC-293421	Boston, MA	#830	6/17/22	Workers United
46	01-RC-294409	Gardner, MA	#65190	6/30/22	Workers United
47	05-RC-289214	Baltimore, MD	#11685	4/25/22	Workers United
48	05-RC-291899	Linthicum Heights, MD	#14168	5/10/22	Workers United
49	05-RC-293590	Stevensville, MD	#55069	6/1/22	Workers United
50	01-RC-295712	Biddeford, ME	#48490	7/22/22	Workers United
51	07-RC-289840	Clinton Township, MI	#13788	6/9/22	Workers United
52	07-RC-289821	Ann Arbor, MI	#11966	6/15/22	Workers United
53	07-RC-290290	Lansing, MI	#58272	6/21/22	Workers United
54	07-RC-290295	Ann Arbor, MI	#8793	6/15/22	Workers United
55	07-RC-290303	Ann Arbor, MI	# 23127	6/15/22	Workers United
56	07-RC-290304	Ann Arbor, MI	#2359	6/15/22	Workers United
57	07-RC-291984	Flint, MI	#8874	6/22/22	Workers United
58	07-RC-292006	East Lansing, MI	#11517	6/21/22	Workers United
59	07-RC-291974	Grand Rapids, MI	#48198	5/23/22	Workers United
60	07-RC-293990	Ann Arbor, MI	#13531	6/29/22	Workers United
61	18-RC-290585	St. Paul, MN	#65228	5/4/22	Workers United
62	18-RC-291359	Minneapolis, MN	#49134	5/9/22	Workers United
63	18-RC-292716	St. Anthony, MN	#48827	6/13/22	Workers United
64	08-RC-288697	Cleveland, OH	#2390	6/7/22	Workers United
65	18-RC-294052	Bloomington, MN	#2705	6/29/22	Workers United
66	28-RC-294327	Tucson, AZ	#5505	7/14/22	Workers United
67	10-RC-293398	Boone, NC	#47390	5/10/22	Workers United
68	22-RC-288780	Hopewell Township, NJ	#7853	5/4/22	Workers United
69	22-RC-291263	Hamilton, NJ	#8964	5/10/22	Workers United
70	22-RC-291520	Summit, NJ	#7226	5/10/22	Workers United
71	03-RC-282139	Cheektowaga, NY	#7949	1/10/22	Workers United
72	03-RC-282115	Buffalo, NY	#7381	12/17/21	Workers United
73	03-RC-285986	Amherst, NY	#47843	3/18/22	Workers United
74	03-RC-285989	Depew, NY	#7665	3/17/22	Workers United
75	03-RC-289805	Ithaca, NY	#10395	4/18/22	Workers United
76	03-RC-289793	Ithaca, NY	#11932	4/18/22	Workers United
77	03-RC-289796	Ithaca, NY	#65187	4/18/22	Workers United
78	03-RC-289785	Buffalo, NY	#7448	4/15/22	Workers United
79	03-RC-289802	Rochester, NY	#7657	4/15/22	Workers United

80	02-RC-290354	New York, NY	#47906	4/12/22	Workers United
81	29-RC-290386	Brooklyn, NY	#23267	5/11/22	Workers United
82	02-RC-290378	New York, NY	#825	5/9/22	Workers United
83	29-RC-290794	Massapequa, NY	#7307	5/11/22	Workers United
84	29-RC-292481	Astoria, NY	#22638	6/15/22	Workers United
85	03-RC-293138	Latham, NY	#23901	5/26/22	Workers United
86	29-RC-294160	Brooklyn, NY	#22596	6/29/22	Workers United
87	29-RC-294141	Garden City, NY	#18012	6/21/22	Workers United
88	02-RC-294088	Nanuet, NY	#11369	6/15/22	Workers United
89	03-RC-294402	Albany, NY	#7335	6/15/22	Workers United
90	03-RC-294786	East Amherst, NY	#10750	7/19/22	Workers United
91	09-RC-293893	Cincinnati, OH	#2208	7/1/22	Workers United
92	09-RC-294225	Westerville, OH	#02376	7/8/22	Workers United
93	19-RC-288594	Eugene, OR	#22349	4/21/22	Workers United
94	19-RC-289812	Beaverton, OR	#54378	6/10/22	Workers United
95	19-RC-289814	Beaverton, OR	#456	6/10/22	Workers United
96	19-RC-289815	Eugene, OR	#3409	5/6/22	Workers United
97	19-RC-289816	Eugene, OR	#27299	5/6/22	Workers United
98	19-RC-289854	Portland, OR	#454	6/10/22	Workers United
99	19-RC-290060	Eugene, OR	#02975	5/6/22	Workers United
100	19-RC-290145	Eugene, OR	#25591	5/6/22	Workers United
101	19-RC-291410	Eugene, OR	#17920	5/13/22	Workers United
102	19-RC-291441	Eugene, OR	#3367	5/13/22	Workers United
103	19-RC-291713	Portland, OR	#469	5/25/22	Workers United
104	19-RC-291715	Portland, OR	#2925	5/25/22	Workers United
105	19-RC-291712	Portland, OR	#50363	5/25/22	Workers United
106	19-RC-292093	Portland, OR	#14045	5/25/22	Workers United
107	19-RC-292533	Portland, OR	#413	6/2/22	Workers United
108	19-RC-293238	Portland, OR	#17747	6/15/22	Workers United
109	19-RC-294288	Portland, OR	#3380	7/1/22	Workers United
110	19-RC-294563	Gresham, OR	#3405	7/7/22	Workers United
111	19-RC-295057	Happy Valley, OR	#468	7/18/22	Workers United
112	04-RC-289746	Philadelphia, PA	#9536	6/3/22	Workers United
113	04-RC-290056	Philadelphia, PA	#08846	6/3/22	Workers United
114	04-RC-290064	Philadelphia, PA	#775	6/3/22	Workers United
115	06-RC-290464	Pittsburgh, PA	#7749	4/21/22	Workers United
116	06-RC-291724	Pittsburgh, PA	#15213	5/16/22	Workers United
117	04-RC-291798	Philadelphia, PA	#25384	6/3/22	Workers United
118	06-RC-292767	Pittsburgh, PA	#2900	7/7/22	Workers United
119	06-RC-292760	Pittsburgh, PA	#784	6/6/22	Workers United
120	06-RC-293429	Pittsburgh, PA	#793	6/27/22	Workers United
121	04-RC-293959	Philadelphia, PA	#10407	6/29/22	Workers United
122	06-RC-294100	Pittsburgh, PA	#7284	6/27/22	Workers United
123	06-RC-294253	Pittsburgh, PA	#10521	6/27/22	Workers United

124	06-RC-295875	Greensburg, PA	#10293	6/29/22	International Brotherhood of Teamsters Local Union No. 30
125	10-RC-292341	Columbia, SC	#63059	6/10/22	Workers United
126	10-RC-292644	Anderson, SC	#56069	6/8/22	Workers United
127	10-RC-288098	Knoxville, TN	#9780	4/5/22	Workers United
128	15-RC-289150	Memphis, TN	#8345	6/15/22	Workers United
129	10-RC-292148	Knoxville, TN	#11655	6/6/22	Workers United
130	10-RC-294680	Alcoa, TN	#11293	7/19/22	Workers United
131	16-RC-290302	San Antonio, TX	#23895	6/23/22	Workers United
132	16-RC-292111	Austin, TX	#6284	6/21/22	Workers United
133	16-RC-292335	San Antonio, TX	#15287	6/29/22	Workers United
134	16-RC-292620	Austin, TX	#6328	6/13/22	Workers United
135	16-RC-293512	Denton, TX	#16766	7/11/22	Workers United
136	27-RC-293438	Cottonwood Heights, UT	#50326	6/23/22	Workers United
137	05-RC-289213	Richmond, VA	#7856	4/28/22	Workers United
138	05-RC-289221	Richmond, VA	#7757	4/28/22	Workers United
139	05-RC-290507	Richmond, VA	#23129	7/13/22	Workers United
140	10-RC-290521	Roanoke, VA	#22002	7/6/22	Workers United
141	05-RC-290510	Richmond, VA	#7857	4/28/22	Workers United
142	05-RC-290518	Midlothian, VA	#13674	4/28/22	Workers United
143	05-RC-290586	Richmond, VA	#7264	7/13/22	Workers United
144	05-RC-291103	Richmond, VA	#724	4/28/22	Workers United
145	05-RC-291198	Farmville, VA	#61778	5/18/22	Workers United
146	05-RC-292280	Leesburg, VA	#7423	5/3/22	Workers United
147	05-RC-292283	Leesburg, VA	#7321	5/3/22	Workers United
148	05-RC-293910	Newport News, VA	#9316	5/31/22	Workers United
149	05-RC-296297	Sterling, VA	#717	7/8/22	Workers United
150	03-RC-294985	South Burlington, VT	#3473	7/22/22	Workers United
151	19-RC-287954	Seattle, WA	#304	3/30/22	Workers United
152	19-RC-289827	Everett, WA	#8740	6/9/22	Workers United
153	19-RC-290608	Seattle, WA	#22344	5/17/22	Workers United
154	19-RC-291186	Seattle, WA	#3346	5/9/22	Workers United
155	19-RC-291290	Olympia, WA	#10795	5/9/22	Workers United
156	19-RC-292421	Seattle, WA	#3307	6/8/22	Workers United
157	19-RC-292503	Seattle, WA	#3448	6/8/22	Workers United
158	19-RC-293041	Tumwater, WA	#11159	6/15/22	Workers United
159	19-RC-293131	Seattle, WA	#3281	6/15/22	Workers United
160	19-RC-293932	Marysville, WA	#11661	6/29/22	Workers United
161	19-RC-294187	Bellingham, WA	#28855	7/5/22	Workers United

162	19-RC-294701	Seattle, WA	#7941	7/7/22	Workers United
163	19-RC-294994	Seattle, WA	#3702	7/12/22	Workers United
164	19-RC-295481	Bellingham, WA	#354	7/14/22	Workers United
165	18-RC-290576	Oak Creek, WI	#8778	5/4/22	Workers United
166	18-RC-291082	Plover, WI	#10419	6/23/22	Workers United
167	18-RC-293286	Madison, WI	#2425	7/13/22	Workers United
168	18-RC-294019	Appleton, WI	#9379	6/24/22	Workers United
169	14-RC-293254	St. Louis, MO	#7995	6/28/22	Workers United
170	14-RC-293441	St. Louis, MO	#7945	6/28/22	Workers United
171	14-RC-293479	St. Louis, MO	#63259	7/22/22	Workers United
172	14-RC-294493	Valley Park, MO	#10563	7/22/22	Workers United
173	03-RC-289801	Rochester, NY	#7310	4/26/22	Workers United
174	14-RC-292446	Oklahoma City, OK	#61431	6/21/22	Workers United
175	14-RC-293408	Oklahoma City, OK	#14406	6/28/22	Workers United
176	01-RC-290850	Cambridge, MA	#8742	7/22/22	Workers United
177	01-RC-295710	Vernon, CT	#27448	7/22/22	Workers United
178	03-RC-294186	Amherst, NY		7/14/22	Workers United
179	05-RC-293687	Olney, Maryland	#9835	6/1/22	Workers United
180	05-RC-293696	Nottingham, MD	#11916	6/10/22	Workers United
181	09-RC-292370	Louisville, KY	#23154	6/6/22	Workers United
182	10-RC-290683	Greenville, SC	#10525	6/10/22	Workers United
183	10-RC-294986	Atlanta, GA	#8358	7/1/22	Workers United
184	19-RC-289458	Seattle, WA		6/14/22	Workers United
185	21-RC-292951	Anaheim, CA		6/29/22	Workers United
186	21-RC-293884	La Quinta, CA		7/5/2022	Workers United
187	25-RC-295476	Rockford, IL	#10368	7/29/22	Workers United
188	27-RC-293880	Denver, CO	#237	6/23/22	Workers United
189	27-RC-295440	Salt Lake City, UT	#5658	7/29/22	Workers United
190	29-RC-292481	Long Island City, NY	#22638	6/15/22	Workers United

191	29-RC-294146	Queens, NY	#7555	7/8/2022	Workers United
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Attachment B

U.S. stores where the Union filed a petition to represent employees prior to August 1, 2022, and the election has not yet been certified.

	Case No.	Store No.	Petition Date	Union	City	State
1	10-RC-297006	#66182	6/6/2022	Workers United	Scottsboro	AL
2	28-RC-291029	#62567	2/22/2022	Workers United	Phoenix	AZ
3	28-RC-295386	#47841	5/6/2022	Workers United	Phoenix	AZ
4	20-RC-297117	#9212	6/6/2022	Workers United	San Francisco	CA
5	21-RC-296247	#5370	5/20/2022	Workers United	Riverside	CA
6	21-RC-297661	#17416	6/15/2022	Workers United	Garden Grove	CA
7	31-RC-295959	#5524	5/17/2022	Workers United	Barstow	CA
8	31-RC-296066	#58660	5/18/2022	Workers United	Sylmar	CA
9	31-RC-296098	#52257	5/19/2022	Workers United	Los Angeles	CA
10	31-RC-296439	#5577	5/24/2022	Workers United	Los Angeles	CA
11	31-RC-299294	#5870	7/13/2022	Workers United	Burbank	CA
12	31-RC-300025	#5917	7/22/2022	Workers United	Santa Maria	CA
13	32-RC-297553	#5406	6/14/2022	Workers United	Berkeley	CA
14	32-RC-297724	#8851	6/16/2022	Workers United	San Pablo	CA
15	27-RC-289608	#2946	1/27/2022	Workers United	Denver	CO
16	27-RC-292261	#10897	3/15/2022	Workers United	Colorado Springs	CO
17	12-RC-290700	#24562	2/16/2022	Workers United	Tallahassee	FL

18	12-RC-292669	#52053	3/22/2022	Workers United	Estero	FL
19	13-RC-296481	#2929	5/26/2022	Workers United	Chicago	IL
20	13-RC-296747	#19283	5/31/2022	Workers United	Chicago	IL
21	14-RC-296646	#59412	5/27/2022	Workers United	Carbondale	IL
22	25-RC-295115	#11622	5/3/2022	Workers United	Peoria	IL
23	09-RC-296739	#28174	5/31/2022	Workers United	Clarksville	IN
24	14-RC-289926	#20346	2/2/2022	Workers United	Overland Park	KS
25	14-RC-293092	#66046	3/28/2022	Workers United	Lawrence	KS
26	14-RC-295709	#2675	5/11/2022	Central and Rock Partners Union	Wichita	KS
27	14-RC-296161	#2761	5/20/2022	Workers United	Wichita	KS
28	09-RC-297936	#09982	6/21/2022	Workers United	Louisville	KY
29	15-RC-298956	#14213	7/8/2022	Workers United	Lafayette	LA
30	01-RC-298347	#7772	6/27/2022	Workers United	Reading	MA
31	05-RC-293573	#22914	4/6/2022	Workers United	Bel Air	MD
32	07-RC-299855	#11728	7/21/2022	Workers United	Mount Pleasant	MI
33	07-RC-300425	#2517	7/29/2022	Workers United	Bloomfield	MI
34	18-RC-293227	#822	3/30/2022	Workers United	Minneapolis	MN
35	18-RC-294643	#2366	4/22/2022	Workers United	Eden Prairie	MN
36	18-RC-297566	#24961	6/14/2022	Workers United	Edina	MN

37	18-RC-297917	#2209	6/21/2022	Workers United	Roseville	MN
38	18-RC-297942	#49016	6/21/2022	Workers United	Rochester	MN
39	14-RC-289930	#2326	2/2/2022	Workers United	Kansas City	MO
40	14-RC-292066	#2442	3/10/2022	Workers United	Independence	MO
41	14-RC-292753	#10832	3/22/2022	Workers United	Kansas City	MO
42	14-RC-293357	#62677	4/1/2022	Workers United	Bridgeton	MO
43	14-RC-296784	#53585	5/31/2022	Workers United	Richmond Heights	MO
44	14-RC-297892	#9917	6/21/2022	Workers United	St. Charles	MO
45	14-RC-297893	#13655	6/21/2022	Workers United	Springfield	MO
46	14-RC-298575	#9654	6/30/2022	Workers United	Independence	MO
47	10-RC-296802	#57458	6/1/2022	Workers United	Wilmington	NC
48	22-RC-297792	#13856	6/16/2022	Workers United	Montclair	NJ
49	28-RC-299178	#5791	7/11/2022	Workers United	Albuquerque	NM
50	03-RC-282127	#59087	8/30/2021	Workers United	Hamburg	NY
51	03-RC-285929	#7949	11/9/2021	Workers United	Cheektowaga	NY
52	19-RC-297142	#13730	6/6/2022	Workers United	North Bend	WA
53	03-RC-292127	#7938	3/14/2022	Workers United	Amherst	NY
54	03-RC-295892	#52734	5/17/2022	Workers United	Malta	NY
55	03-RC-296460	#7656	5/26/2022	Workers United	Vestal	NY
56	03-RC-297980	#22262	6/22/2022	Workers United	East Greenbush	NY
57	03-RC-297987	#7363	6/22/2022	Workers United	Niskayuna	NY
58	03-RC-298672	#7664	7/5/2022	Workers United	Clifton Park	NY

59	03-RC-299064	#11064	7/11/2022	Workers United	Albany	NY
60	29-RC-290364	#884	2/10/2022	Workers United	Great Neck	NY
61	29-RC-298233	#7888	6/27/2022	Workers United	Staten Island	NY
62	29-RC-298246	#16303	6/27/2022	Workers United	Wantagh	NY
63	08-RC-291055	#2618	2/22/2022	Workers United	Cleveland Heights	OH
64	08-RC-291066	#2316	2/22/2022	Workers United	Cleveland	OH
65	08-RC-292577	#10208	3/16/2022	Workers United	Cleveland	OH
66	08-RC-299575	#47472	7/18/2022	Workers United	Westlake	OH
67	14-RC-290942	#6490	2/22/2022	Workers United	Nichols Hills	OK
68	14-RC-293408	#14406	4/4/2022	Workers United	Oklahoma City	OK
69	19-RC-296544	#14305	5/26/2022	Workers United	Salem	OR
70	19-RC-296755	#15727	5/31/2022	Workers United	Portland	OR
71	19-RC-297141	#432	6/6/2022	Workers United	Portland	OR
72	19-RC-298772	#59312	7/6/2022	Workers United	Springfield	OR
73	04-RC-299148	#24355	7/11/2022	Workers United	Easton	PA
74	06-RC-296139	#776	5/20/2022	Workers United	Pittsburgh	PA
75	06-RC-296143	#7625	5/20/2022	Workers United	Pittsburgh	PA
76	06-RC-296680	#19816	5/31/2022	Workers United	Pittsburgh	PA
77	06-RC-297910	#28845	6/21/2022	Workers United	Allison Park	PA
78	06-RC-298916	#9992	7/7/2022	Workers United	McMurray	PA

79	01-RC-293595	#7430	4/6/2022	Workers United	Warwick	RI
80	16-RC-296428	#6367	5/25/2022	Workers United	Dallas	TX
81	16-RC-296944	#29619	6/2/2022	Workers United	San Antonio	TX
82	16-RC-298055	#6941	6/22/2022	Workers United	New Braunfels	TX
83	16-RC-299517	#29191	7/15/2022	Workers United	San Antonio	TX
84	16-RC-299559	#6371	7/18/2022	Workers United	Houston	TX
85	19-RC-289455	#2810	1/25/2022	Workers United	Seattle	WA
86	19-RC-295849	#14247	5/13/2022	Workers United	Seattle	WA
87	19-RC-297140	Unknown	6/6/2022	Workers United	Seattle	WA
88	21-RC-295771		5/12/2022	Workers United	Seattle	WA
89	29-RC-295055	#48613	8/4/2022	Workers United	Farmington	NY

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing.

If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 19-CA-294579, et al.

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 16**

STARBUCKS CORPORATION

Respondent

–and–

WORKERS UNITED

Cases 16-CA-296159
16-CA-296622
16-CA-297588
16-CA-297947
16-CA-302607

Charging Party

**RESPONDENT STARBUCKS CORPORATION'S ANSWER AND AFFIRMATIVE
DEFENSES TO CONSOLIDATED COMPLAINT AND NOTICE OF HEARING**

In answer to the Consolidated Complaint and Notice of Hearing (the “Complaint”) served upon it in this case, Respondent Starbucks Corporation (“Respondent”) states that, unless specifically admitted herein, Respondent denies each and every allegation or request for relief in the Complaint. Respondent further states as follows:

Unnumbered Paragraphs

The unnumbered Paragraphs contain legal conclusions for which no response is required. To the extent a response is required, Respondent denies the allegations, denies that it has violated the Act, and denies that this Order Consolidating Cases, Consolidated Complaint and Notice of Hearing was properly issued pursuant to Section 10(b) of the Act and § 102.15 of the Board’s Rules and Regulations.

1.

Respondent is without sufficient knowledge to admit or deny the alleged date on which the charge was filed or served and, therefore, denies the allegations in Paragraph 1 of the Complaint.

2.

(a) It is not clear what period of time is encompassed by the phrase “at all material times” used in Paragraph 2(a) of the Complaint. Respondent therefore only admits that, since January 1, 2022 through the present time, it has been a corporation with its office and principal place of business in Seattle, Washington and has had places of business at 4400 North Lamar Boulevard, Austin, Texas 78756, 200 East Houston Street, San Antonio, Texas 78205, 411 East Quincy Street, San Antonio, Texas 78215, and 5331 East Mockingbird Lane, #150, Dallas, Texas 75206. Respondent further admits that it been engaged in operating public restaurants selling food and beverages at the aforementioned locations. Respondent denies all other allegations in Paragraph 2(a) of the Complaint.

(b) Respondent admits the allegations in Paragraph 2(b) of the complaint.

(c) It is not clear what period of time is encompassed by the phrase “at all material times” used in Paragraph 2(c) of the Complaint. Respondent therefore only admits that, since January 1, 2022 through the present time, it has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act

3.

It is not clear what period of time is encompassed by the phrase “at all material times” used in Paragraph 3 of the Complaint. Respondent therefore only admits that, upon information and belief, Charging Party has been a labor organization within the meaning of Section 2(5) of the Act from January 1, 2022 through the present time.

4.

It is not clear what period of time is encompassed by the phrase “at all material times” used in Paragraph 4 of the Complaint. Respondent therefore admits that, since January 1, 2022, individuals working for Respondent in the job titles listed in Paragraph 4 of the Complaint are

supervisors of Respondent within the meaning of Section 2(11) of the Act and/or agents of Respondent within the meaning of Section 2(13) of the Act. Respondent denies all other allegations in Paragraph 4 of the Complaint.

5.

(a) It is not clear what period of time is encompassed by the phrase “at all material times” used in Paragraph 5(a) of the Complaint. Respondent therefore admits that, since January 1, 2022, Respondent has maintained “Attendance and Punctuality” (Attendance) and “Dress Code and Personal Appearance” policies in its Partner Guide (pp. 27 and 31) at the North Lamar Store, the East Houston Street Store, the East Quincy Street Store, and the East Mockingbird Store. Respondent denies all other allegations in Paragraph 5(a) of the Complaint.

(b) Respondent denies the allegations in Paragraph 5(b) of the Complaint.

(c) Respondent denies the allegations in Paragraph 5(c) of the Complaint.

(d) Respondent denies the allegations in Paragraph 5(d) of the Complaint.

(e) Respondent denies the allegations in Paragraph 5(e) of the Complaint.

(f) Respondent denies the allegations in Paragraph 5(f) of the Complaint.

6.

(a) Paragraph 6(a) is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 6(a) of the Complaint.

(b) Paragraph 6(a) is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 6(a) of the Complaint.

7.

(a) Respondent denies the allegations in Paragraph 7(a) of the Complaint.

- (i) Paragraph 7(a)(i) is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 7(a)(i) of the Complaint.
- (ii) Respondent denies the allegations in Paragraph 7(a)(ii) of the Complaint.
- (b) Respondent denies the allegations in Paragraph 7(b) of the Complaint.
- (i) Paragraph 7(b)(i) is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 7(b)(i) of the Complaint.
- (ii) Paragraph 7(b)(ii) is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 7(b)(ii) of the Complaint.
- (iii) Paragraph 7(b)(iii) is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 7(b)(iii) of the Complaint.
- (c) Respondent denies the allegations in Paragraph 7(c) of the Complaint.
- (i) Paragraph 7(c)(i) is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 7(c)(i) of the Complaint.
- (ii) Respondent denies the allegations in Paragraph 7(c)(ii) of the Complaint.

8.

- (a)** Paragraph 8(a) is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies the allegations in Paragraph 8(a).
- (b)** Respondent admits the allegation in Paragraph 8(b) of the Complaint.
- (c)** Respondent denies the allegations in Paragraph 8(c).

9.

- (a) Respondent admits the allegations in Paragraph 9(a).
- (b) Respondent denies the allegation in Paragraph 9(b) of the Complaint.

10.

Paragraph 10 is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies Paragraph 10 of the Complaint.

11.

Paragraph 11 is a legal conclusion to which no response is required. To the extent a response is required, Respondent denies Paragraph 11 of the Complaint.

12.

Respondent denies the allegations contained in Paragraph 12 of the Complaint.

WHEREFORE Clauses and Demand for Relief

Respondent denies the allegations in the WHEREFORE Clauses and Demand for Relief provided in the Complaint, and denies that, even if remedies were appropriate, which they are not, the requested remedies would not effectuate the purposes of the Act. Respondent further denies that it violated the Act and denies that any relief is appropriate.

AFFIRMATIVE AND OTHER DEFENSES

Respondent alleges and asserts the following affirmative defenses, and reserves the right to assert additional affirmative defenses which become appropriate during the course of these proceedings:

1. The allegations in the Complaint fail to state a claim upon which relief may be granted.

2. The allegations in the Complaint are impermissibly vague and ambiguous and a denial of due process.

3. The allegations in the Complaint were filed and made in bad faith, and for vexatious and improper purposes, including to infringe upon Respondent's rights and the operation of its business.

4. To the extent that the Company contains allegations that are beyond the scope of the charge(s), such allegations are barred.

5. The determination to issue the Complaint was made without affording Respondent a fair and equal opportunity to present evidence responding to the Charging Party's claims, and as a result without such evidence, thus depriving Respondent of the due process to which it is entitled.

6. Respondent acted at all times in good faith and in compliance with the Act and pursuant to its well-established rules and practices.

7. Respondent acted at all times in accordance with its lawful property and managerial rights.

8. The purported violations of Section 8(a)(1) alleged in the Complaint are barred to the extent that they conflict with, are contrary to, and precluded by the free speech rights Respondent has under Section 8(c) of the Act.

9. The purported violations of Sections 8(a)(1) alleged in the Complaint are barred to the extent that they conflict with, are contrary to, and precluded by Section 10(c) of the Act.

10. None of the alleged violations of the Act are predicated upon conduct that could be found to have interfered with, restrained, or coerced any employees in the exercise of rights guaranteed in Section 7 of the Act.

11. The National Labor Relations Board is not empowered to substitute its judgment for Respondent's lawful employment decisions.

12. Assuming, arguendo, any Complaint allegation is found to be a violation of the Act, a retroactive remedy would be a manifest injustice and denial of due process.

13. Any statement made by any of Respondent's supervisors and/or agents fall within the ambit of Section 8(c) of the Act, and as such, neither constitutes nor can be used as evidence of an unfair labor practice.

14. The conduct alleged in the Complaint had a de minimis impact, if any, on rights guaranteed by Section 7 of the Act and thus no remedy exists that would further the purposes of the Act.

15. The allegations in the Complaint are contrary to, precluded by, and violate the First Amendment rights of Respondent.

16. The General Counsel lacks the proper authority to issue and litigate the Complaint.

17. Insofar as this case comes before the Board, Members Gwynne Wilcox and David Prouty should recuse themselves based on their past, present, and perceived relationship with the Service Employees International and Local Unions ("SEIU"), and their affiliates, including the Charging Party Workers United.

18. The National Labor Relations Act, as interpreted and/or applied, violates the Respondent's rights under the U.S. Constitution.

19. The allegations in the Complaint are directly contrary to long-settled Board law, violate Respondent's Constitutional rights, and have a clear chilling effect on Respondent's constitutional and statutory rights to communicate with its partners about unions including without limitation their right to refrain from supporting any union.

20. Charging Party is estopped from asserting that the Assistant Store Managers named in the Complaint are supervisors as defined by Section 2(11) of the Act.

Respectfully submitted,

LITTLER MENDELSON, P.C.

/s/ Steven Rahhal

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Attorneys for Respondent

Starbucks Corporation

Dated: October 19, 2022

CERTIFICATE OF SERVICE

I hereby certify that, on this 19th day of October, 2022, the foregoing *Respondent's Answer to Consolidated Complaint and Notice of Hearing* in Case Nos. 16-CA-296159, 16-CA-296622, 16-CA-297588, 16-CA-297947, and 16-CA-302607 was filed with the Regional Director for Region 16 via the Agency's E-Filing System, and that a copy of the foregoing was served upon the following parties on even date via electronic mail:

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